THIS DEED OF DEDICATION, made this <u>30</u> day of January, 2007, by <u>CRYSTAL INVESTORS, LLC</u>, a Virginia limited liability company, hereinafter called the DECLARANT or GRANTOR, whether one or more, and <u>FREDERICK</u> <u>COUNTY, VIRGINIA</u> (herein called the County), party of the second part.

WHEREAS, the Grantor is the owner in fee simple of the real estate shown on that certain Plat entitled RURAL PRESERVATION SUBDIVISION WHISPERING MEADOWS drawn by Randy A. Stowers, L.S., dated January 16, 2007, known as WHISPERING MEADOWS. Which Final Subdivision Plat is attached hereto and incorporated herein by reference as if set out in full; and,

WHEREAS, said real estate, as shown on the aforesaid attached Final Subdivision Plat, has been subdivided into lots for construction of single-family homes thereon (Lots 1 through 33 inclusive, Sections 1, 2, and 3 inclusive and "Preservation Lot") and the hereinabove referenced Final Subdivision Plat shows accurately the metes and bounds of the subdivided land, together with the subdivision to be used as streets, utility easements, ingress, egress, drainage easements, and all other conveyed easements, all of which shall constitute a portion of that development known as Whispering Meadows; and,

WHEREAS, the Grantor now desires to subdivide same into lots to be known as Whispering Meadows. The subdivision of said real estate, as it now appears on the aforesaid attached Final Subdivision Plat, is with the free consent and in accordance with the desires of the undersigned Grantor, and the Grantor further desires to subdivide the aforesaid real estate in accordance with the provisions of "The Virginia Land Subdivision Act" as are applicable and in force and effect as of the date of execution of this Deed of Dedication.

NOW THEREFORE, THIS DEED OF DEDICATION WITNESSETH: That for and in consideration of the premises and the benefits which will accrue by reason of the Dedication, the Grantor does hereby subdivide all of the certain tract or parcel

J. Douglas McCarthy
fi Associates, P.C.
Aliomer's fi Counselors at Law
302 West Boscawen Street
Winchester, Virginia 22501

of land designated as Whispering Meadows, lying and being situate in the County of Frederick, Virginia, and being more particularly described by that certain Final Subdivision Plat of Whispering Meadows, drawn by Randy A. Stowers, L.S., dated May 24, 2006, containing Lots 1 through 33 inclusive and "Preservation Lot", which Final Subdivision Plat is attached hereto and incorporated herein by reference as if set out in full.

All of the lots shown on the plats attached hereto shall be subject to the following restrictions, covenants and conditions, which shall constitute covenants real and running with the land, and shall be binding upon all parties having any right, title and interest in and to the aforesaid lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, unless otherwise stated in this initial deed of dedication of Whispering Meadows.

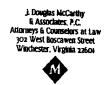
COVENANTS AND RESTRICTIONS

The lots in said Subdivision are subject to the following covenants and restrictions which shall be considered covenants real and running with the land and shall be binding on all parties and persons claiming under them and shall be for the benefit of and constitute limitations upon all future owners of said lots:

- All lots shall be used for single family residential purpose only. Any
 utility or other outbuilding on any lot shall be of the same material, color
 and construction as the main structure on such lot.
- 2. No profession or home occupation shall be conducted in or on any part of a lot.
- 3. No signs or advertising of any nature shall be erected or maintained on any lot except "For Sale" signs for said lot which signs shall not exceed five (5) square feet in area, or signs used by the Declarant to advertise the property during construction and sale. No "For Rent" signs shall be allowed on any lot.



- 4. No exterior antennas shall be permitted on any lot. Satellite dishes are permitted and must be no larger than 24" in diameter. Satellite dish must be installed below eave line of home and not be visible from the street.
- 5. No boats, mobile homes, motor homes, campers, buses, trailers of any type, tractors, trucks or other motor vehicles (other than automobiles, motorcycles, pickup trucks, and 3/4 ton (or less) vans shall be permitted on any lot except during the course of construction. No motor vehicle or material portion thereof which does not have a current license and current Virginia inspection sticker shall be permitted on any lot.
- 6. No animals of any kind (including livestock, poultry or birds) shall be permitted on any lot, except dogs, cats and other usual household pets may be kept, provided they are not kept, bred or maintained for commercial or charitable purposes or in unusual numbers. The "Preservation Lot" shall be exempt from this provision to the extent that livestock shall be allowed to be kept on the property, except that hogs, pigs, poultry or birds shall not be allowed on any lot including the "Preservation Lot". Lot 21, Section 1, shall be exempt from this provision only to the extent that no more than 2 horses shall be allowed to be permitted upon such lot.
- 7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 8. In the event that a dwelling is destroyed, the owner of the dwelling within thirty (30) days from said destruction, shall clear away the remaining portion of the dwelling unit and maintain the lot in a neat and orderly condition. No structure other than one of at least the same dimensions and similar architecture as the building destroyed shall be constructed in the place of the original unit.
- 9. All buildings shall be kept in good repair and order.
- 10. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition in the rear. No refuse or any container for it shall be placed or stored in front of any house, except on the date of garbage pickup.
- 11. No trees shall be planted nor other digging undertaken without first securing the approval of the local power company and without first being



- advised as to the location of all underground electrical and telephone wires.
- 12. No exterior clothes lines, or hanging device, shall be permitted on any lot, except for an umbrella type with a diameter not to exceed seven (7) feet, provided, however, that the same may only be used in the rear of any building constructed on said lot and the clothes line is stored within a utility building or the equivalent when clothes lines are not in use.
- 13. One-story houses shall have one thousand six hundred square feet (1600) of living space. Split foyer houses shall have one thousand four hundred square feet (1400) of living space on the upper level. Two-story houses shall have a total of two thousand two hundred square feet (2200). All other house configurations such as, but not limited to, Cape Cod, Saltbox, Multi-level and Tri-level shall have one thousand eight hundred square feet (1800) of usable, finished living space. Living space shall be measured using outside foundation measurements and shall be exclusive of carports, garages and basements. Roof pitch shall be at least sixtwelfths (6/12).
- 14. All driveways shall be paved with asphalt or concrete. Lot 21 shall be exempt from this restriction only with regard to the existing driveway shown on the aforesaid plat. In the event that a new or additional driveway is constructed upon Lot 21 which accesses either Windsong Road or Stream View Court as shown on the aforesaid plat, then it shall be required that such new driveway is to be paved with asphalt or concrete.
- 15. All lots are required to observe any setback lines, and/or side lines and/or rear yard lines as shown on the aforesaid attached final plat, in addition to those applicable requirements of any county ordinance.
- 16. All of the covenants and restrictions herein shall be binding and remain in full force and effect for a period of fifteen (15) years from the date of this instrument and shall be renewed automatically for additional successive ten (10) year periods unless the owners of a majority of lots in said subdivision shall, at least six (6) months prior to any such renewal date, execute and record an agreement amending said covenants and restrictions.
- 17. The Grantor herein reserves and shall have the right alone to waive any one or more or the restrictive covenants and conditions contained herein as to any lot transferred by it except that it cannot change the use of any lot



from residential to commercial. This waiver shall not affect the binding effect of the covenants and conditions upon any other lot. The Grantor further reserves the right alone to impose additional restrictive covenants and restrictions as to any lot or lots owned by it at the time of the imposition and such imposition shall not affect the binding effect of these provisions upon any other lots.

- 18. The invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect. The failure of the lot owners of the Grantor herein to enforce any covenants or restrictions shall not be deemed to be a waiver of the right to do so thereafter as to a default occurring prior or subsequent thereto.
- 19. The covenants and restrictions herein contained shall not impose any restraint on any portion of land now owned or hereafter acquired by Crystal Investors, LLC, other than Whispering Meadows.
- 20. Lot 21 In the event that the currently existing home on Lot 21, Section 1 shall be replaced, rebuilt or reconstructed in anyway, Lot 21, Section 1 shall immediately become subject to all covenants and restrictions contained herein without consideration of exceptions allowed while the original home was in existence.

EASEMENTS

Section 1. <u>Public Utility and Drainage Easements</u>: The property dedicated hereby is subject to those certain easements or rights of way designated as Slope, Drainage Easements, and Utilities Easements, and Utilities Easements on the aforesaid plat of Whispering Meadows. The Grantor does hereby reserve unto themselves the said easements and may assign grant and convey the same unto Frederick County, Virginia, or other agency having jurisdiction thereof, a perpetual right of way or easement for the construction, reconstruction, maintenance and repair of the aforesaid easements and any related facility designated on the aforesaid plat as Utility Easements.



Section 2. Streets: The Grantor does hereby dedicate and convey unto the Commonwealth of Virginia, that certain 7.0009 acres, shown as streets on the aforementioned final plat.

Section 4. Reservations:

- (a) The Grantor reserves unto itself, its successors or assigns, the right to erect, maintain, operate and replace underground telephone and electrical conduits, related equipment, and other facilities, sewer, gas, water and television lines and related equipment, and other utility equipment where such utility lines and equipment are located within the utility easements set forth on the Final Subdivision Plat of Whispering Meadows.
- (b) The Grantor further reserves unto itself, its successors or assigns, for a period of five (5) years from the date of conveyance of the first lot in Whispering Meadows, a blanket easement and right of way on, over and under the ground within said Subdivision to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary, following which the Grantor shall restore the affected property to its original condition as near as practical. The Grantor shall give reasonable notice of intent to take such action to all affected owners, unless in the opinion of the Grantor an emergency exists which precludes such notice. Reservation by the Grantor of such blanket easement and rights contained herein shall not, in any way, obligate Grantor to undertake any maintenance, repair or corrective action whatsoever and shall not impose any liability or responsibility upon Grantor therefore.



GENERAL PROVISIONS

Section 1. Enforcement: The Grantor, its successors or assigns, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter, imposed by the provisions of this Declaration. Failure by the Grantor, its successors or assigns, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs which the Grantor, its successors or assigns, or any Owner shall incur in the successful enforcement of the restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed, shall be borne by the party against which action is taken and which costs shall include reasonable attorney's fees, costs and damages.

Section 2. <u>Severability</u>: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time, said covenants shall be automatically extended for successive periods of ten (10) years, except as otherwise allowed by the laws of the Commonwealth. The covenants and restrictions of this Declaration my be amended during the first (15) year period by and instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, except as otherwise allowed by the laws of the Commonwealth.



Section 4. The Dedication and Subdivision of the land as shown on the attached plat is with the free consent and in accordance with the desires of the undersigned Declarant, and is in conformity with the provisions of "The Virginia Land Subdivision Act" as are applicable, together with the applicable ordinances and regulations of the governing body of Frederick County, Virginia, or other agency having jurisdiction thereof.

WITNESS the following signatures and seals:

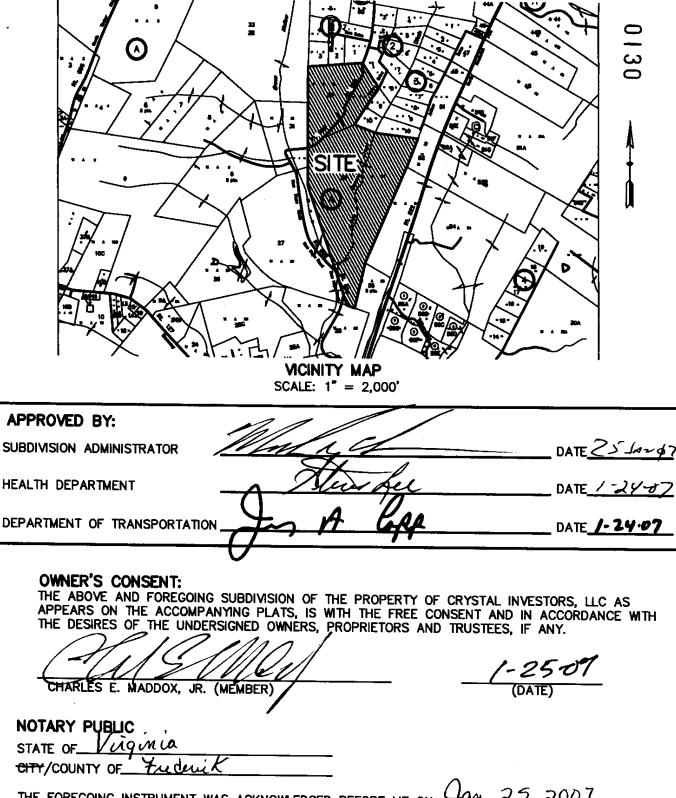
On behalf of Crystal Investors, LLC:

By: y Gr	LEGORY L.	UNGER, Manag	[SEAL]
No signature Require Bon Fre	derick Coun	ty, Virginia:	
By: Name)	>	, (Title)	[SEAL]
COMMONWEALTH OF VIRGINIA CITY/COUNTY OF Andruck	; !	to-wit:	
The foregoing instrumof January, 2007, by Gregory L. Investors, LEC	ent was ackn . Unger, who	owledged before is managing me	me this <u>30 th</u> day mber of Crystal

J. Douglas McCarthy
E. Associales, P.C.
Attorneys & Counselors at Law
302 West Boscawen Street
Winchester, Vinginia 22601

My commission expires:_

TARY PUBLIC



THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 400. 25, 2007

BY Charles E. Maddox O.

(NOTARY PUBLIC)

MY COMMISSION EXPIRES 12 3,/08 (DATE)

SURVEYOR'S CERTIFICATE

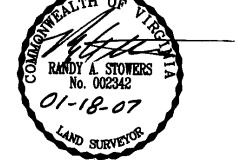
I, RANDY A. STOWERS, A DULY AUTHORIZED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PROPERTY CONTAINED IN THIS SUBDIVISION IS A PORTION OF THE SAME PROPERTY CONVEYED TO CRYSTAL INVESTORS, LLC. BY DEED DATED JUNE 30, 2005 AND RECORDED AT INSTRUMENT #050014426 AMONG THE LAND RECORDS OF FREDERICK COUNTY, VIRGINIA.

FINAL PLAT OF

RURAL PRESERVATION SUBDIVISION

WHISPERING MEADOWS SECTION 1

GAINESBORO MAGISTERIAL DISTRICT FREDERICK COUNTY, VIRGINIA "=100' DATE: JANUARY 18, 2007 SCALE: 1"=100'





SHEET 1 OF 12

-

AREA SUMMARY

TOTAL SECTION 1 AREA: 15.5862 ACRES

AREA IN LOTS: 12.8702 ACRES AREA IN R/W: 2.7160 ACRES

NUMBER OF LOTS: 5

AVERAGE LOT SIZE: 2.5740 ACRES SMALLEST LOT SIZE: 2.0517 ACRES

RESIDUE 11-((A))-29: 112.5661 ACRES RESIDUE 11-((A))-30: 34.0372 ACRES

PARENT PARCELS

11-((A))-29

11-((A))-30

B.R.L. TABLE

FOR LINES ADJOINING LOTS

FRONT REAR

60' 40'

SIDE

15'

FOR LINES NOT ADJOINING LOTS

FRONT

60'

SIDE/REAR

50' TO RESIDENTIAL/VACANT

100'

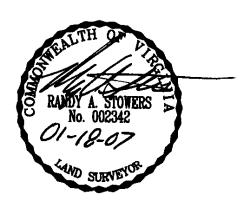
TO AGRICULTURAL & PRESERVATION PARCEL

200'

TO ORCHARD

NOTES

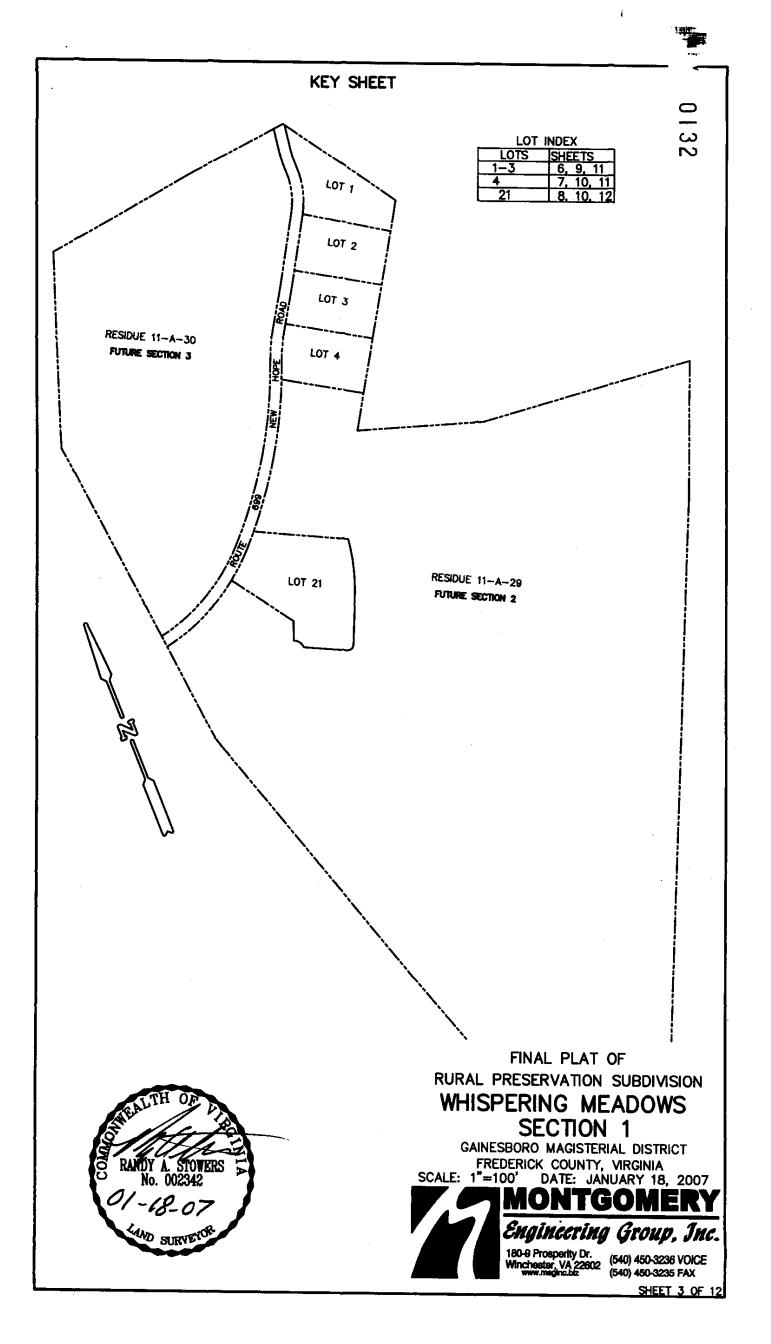
- 1. PERMANENT MONUMENTATION WILL BE SET AT ALL LOT CORNERS IN COMPLIANCE WITH LOCAL ORDINANCES.
- 2. THIS PLAT IS THE RESULT OF A CURRENT FIELD RUN SURVEY.
- 3. NO FUTURE DIVISION OF THE RURAL PRESERVATION PARCEL IS PERMITTED PER THE FREDERICK COUNTY ZONING ORDINANCE.



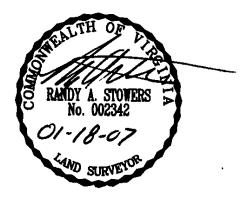
FINAL PLAT OF
RURAL PRESERVATION SUBDIVISION
WHISPERING MEADOWS
SECTION 1

GAINESBORO MAGISTERIAL DISTRICT FREDERICK COUNTY, VIRGINIA SCALE: 1"=100" DATE: JANUARY 18, 2007





CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	84.61	449.08'	10'47'42"	42.43'	84.49'	S03'15'23"W
C2	188.41	322.47'	33'28'34"	96.98'	185.74	N14'35'49"E
C3	137.96	738.88'	10'41'53"	69.18'	137.76'	S27'16'47"W
C4	810.99'	2011.68'	23'05'54"	411.08'	805.51	N33'28'47"E
C5	527.96'	851.87	35'30'36"	272.77	519.55	N62°47'02"E
C6	79.90'	424.08'	10*47'42"	40.07	79.78'	S03'15'23"W
<u>C7</u>	203.02	347.47'	33°28'34"	104.50'	200.14	N14'35'49"E
C8	133.29'	713.88'	10'41'53"	66.84'	133.10	S27"16'47"W
C9	821.07	2036.68	23'05'54"	416.19'	815.52	N33'28'47"E
C10	71.86'	2036.68'	2'01'18"	35.93'	71.86'	N22°56'29"E
C11	662.99	2036.68	18'39'04"	334.45'	660.07	N33'16'40"E
C12	86.22	2036.68	2'25'32"	43.11'	86.21	N43'48'58"E
C13	544.83	876.87	35 '35'59"	281.53'	536.11	N62'49'43"E
C14	143.05	876.87'	9'20'48"	71.68'	142.89	N49'42'08"E
C15	401.78	876.87	26'15'10"	204.48'	398.28'	N67'30'08"E
C16	511.10'	826.87	35°24'54"	264.01'	503.00'	N62'44'11"E
C17	800.91'	1986.68'	23'05'54"	405.97'	795.50	N33'28'47"E
C18	142.63'	763.88'	10'41'53"	71.52'	142.42'	S27°16'47"W
C19	173.80'	297.47	33°28'34"	89.46	171.34	N14°35'49"E
C20	89.32	474.08'	10'47'42"	44.79'	89.19	S0315'23"W
C21	219.01	785.17	15'58'54"	110.22'	218.30'	N14'59'30"E
C22	228.09	5522.81	2"21'59"	114.06'	228.07	N24'09'57"E
C23	39.50'	25.00'	90'31'16"	25.23'	35.52'	N70°36'34"E
C24	18.19'	21.00'	49'37'03"	9.71'	17.62'	S39'19'16"E
C25	46.48	50.00'	5315'33"	25.07	44.82'	N41'08'32"W



FINAL PLAT OF RURAL PRESERVATION SUBDIVISION WHISPERING MEADOWS SECTION 1

GAINESBORO MAGISTERIAL DISTRICT



SHEET 4 OF

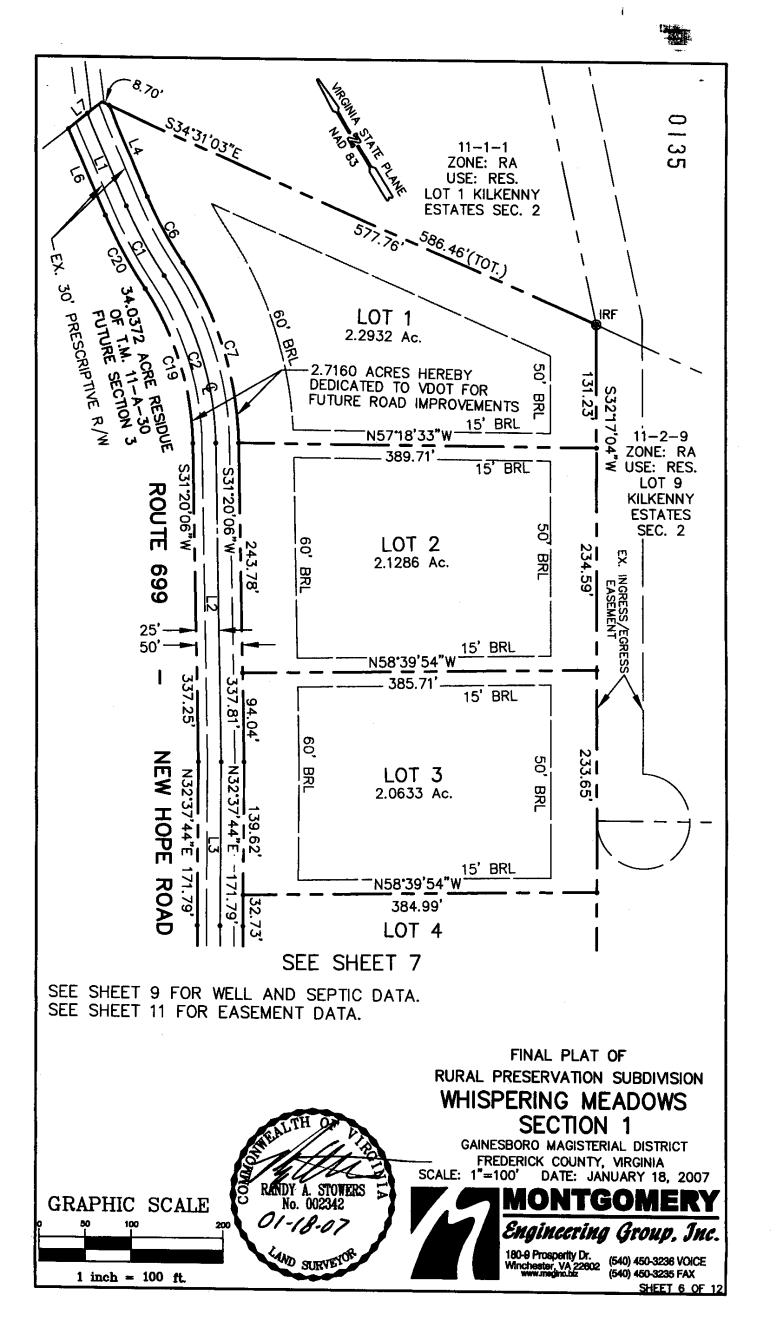
LINE TABLE						
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	
L1	105.89'	S08'39'14"W	L31	45.79'	S32"13'15"E	
L2	337.53	S31°20'06"W	L32	75.35'	N68'39'53"E	
L3	172.07	S32'37'44"W	L33	71.77'	S71*33'47"W	
L4	104.36	S08'39'14"W	L34	186.67	S18"11'45"W	
L5	50.08'	N06'19'16"W	L35	60.64'	S24°55'03"W	
L6	99.58'	N08'39'14"E	L36	48.53'	S33'46'54"E	
L7	45.43'	N84°28'54"E	L37	72.51'	N30'23'00"E	
L8	32.73'	S32*37'44"W	L38	50.27'	N4917'27"W	
L9	117.54'	N18'54'38"W	L39	79.44'	S44"10'21"E	
L10	42.44	S75°46'26"W	L40	44.51	S78'46'34"E	
L11	76.05'	N03'46'07"W	L 4 1	74.04'	S35'52'35"E	
L12	27.00'	S63'36'03"W	L42	97.91'	S44°02'59"E	
L13	28.29'	N31°04'26"W	L43	38.80'	S61'07'51"E	
L14	27.92'	S65'30'43"W	L44	123.42'	S39'37'29"E	
L15	30.66'	N44'18'24"E	L45	30.91'	S29°47'16"E	
L16	32.00'	N73'34'58"E	L46	68.14'	N26'31'02"E	
L17	63.62'	N46'51'18"E	L47	44.62'	N88'11'02"W	
L18	98.13'	N73'35'09"W	L48	102.07'	S85'13'45"W	
L19	56.78	S35'34'02"W	L49	91.68'	N89'07'09"W	
L20	84.53	S72'45'50"E	L50	50.77	N81°13'41"W	
L21	113.76'	S11'39'33"W	L51	55.13'	N69°01'44"W	
L22	33.81'	N81'33'25"E	L52	90.27'	N49*51'52"W	
L23	35.05'	N81*06'05"W	L53	21.95'	S04°19'51"W	
L24	96.50'	S21*03'55"W	L54	89.29'	S30°42'04"W	
L25	64.43'	S8015'52"E	L55	101.80'	S46°06'37"W	
L26	95.70'	N03'28'57"E	L56	22.19'	S21*46'56"W	
L27	77.97'	S23'26'23"E	L57	12.44'	N22'05'48"W	
L28	38.08'	S10'27'16"E	L58	265.40'	S67'00'22"E	
L29	56.15'	N27'39'38"W	L59	140.39'	S69°42'30"E	
L30	78.56'	S60°44'00"W	L60	151.32'	S62'16'44"E	

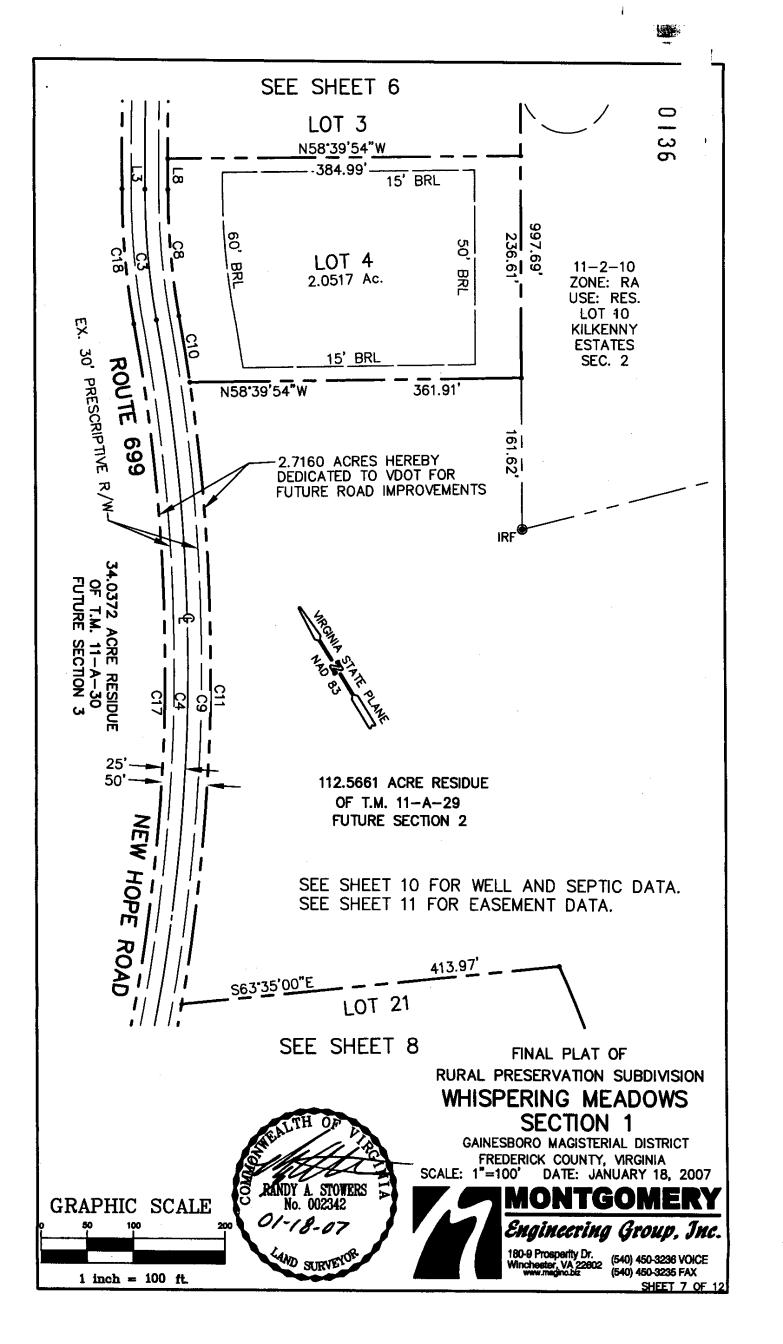


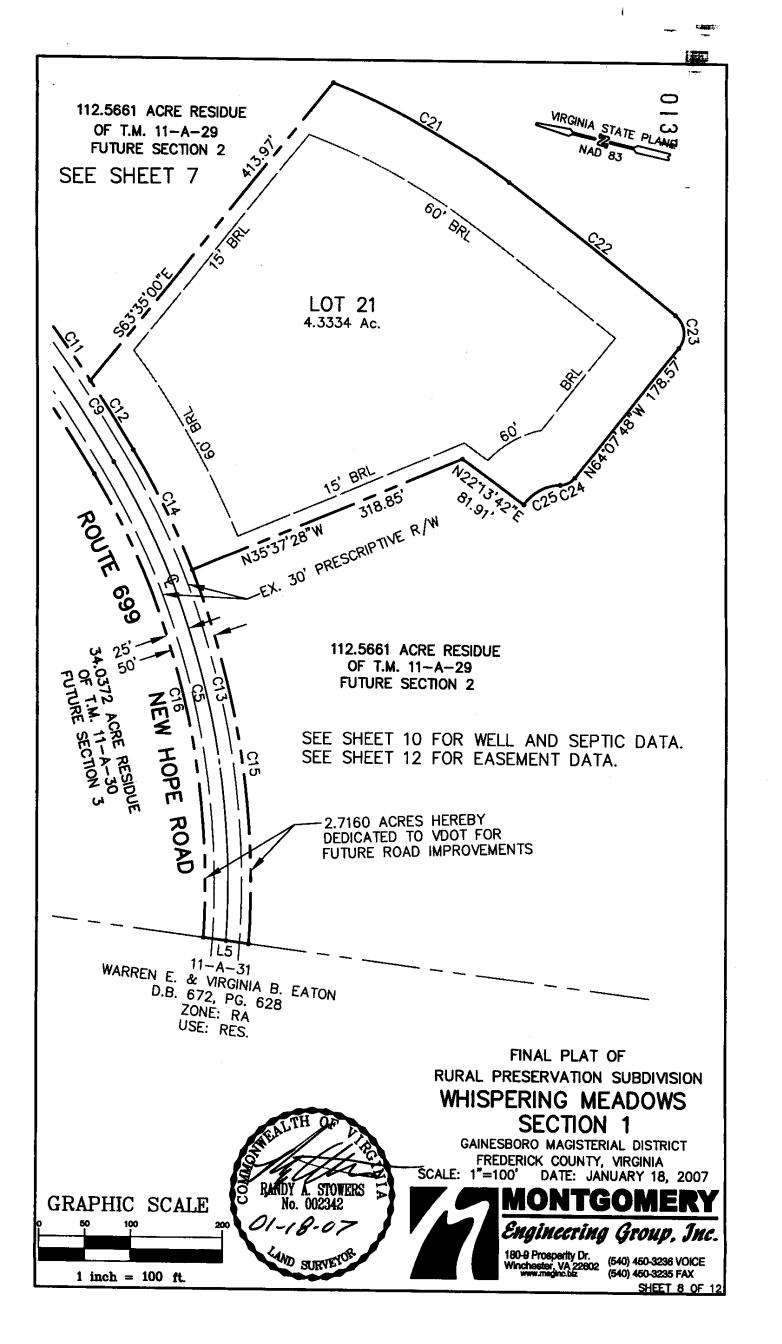
FINAL PLAT OF RURAL PRESERVATION SUBDIVISION WHISPERING MEADOWS **SECTION 1**

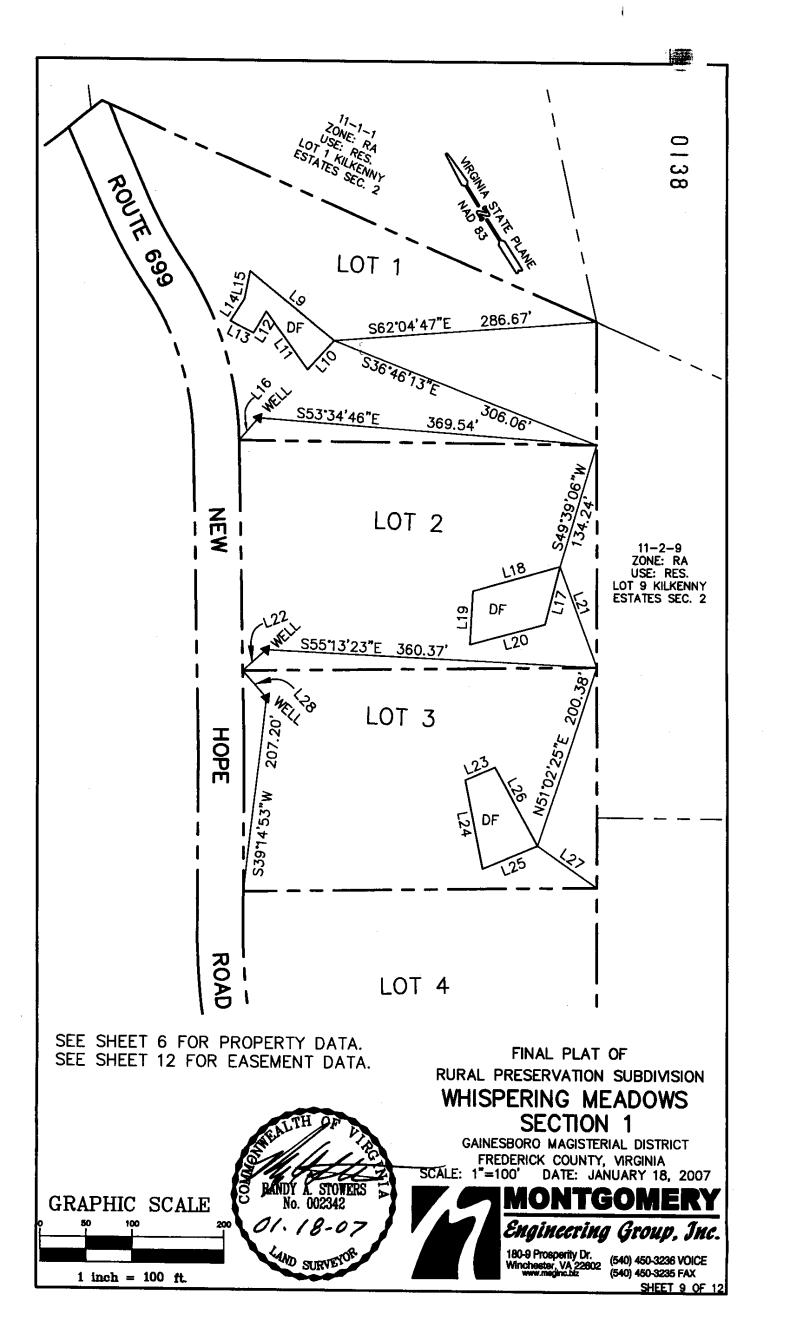


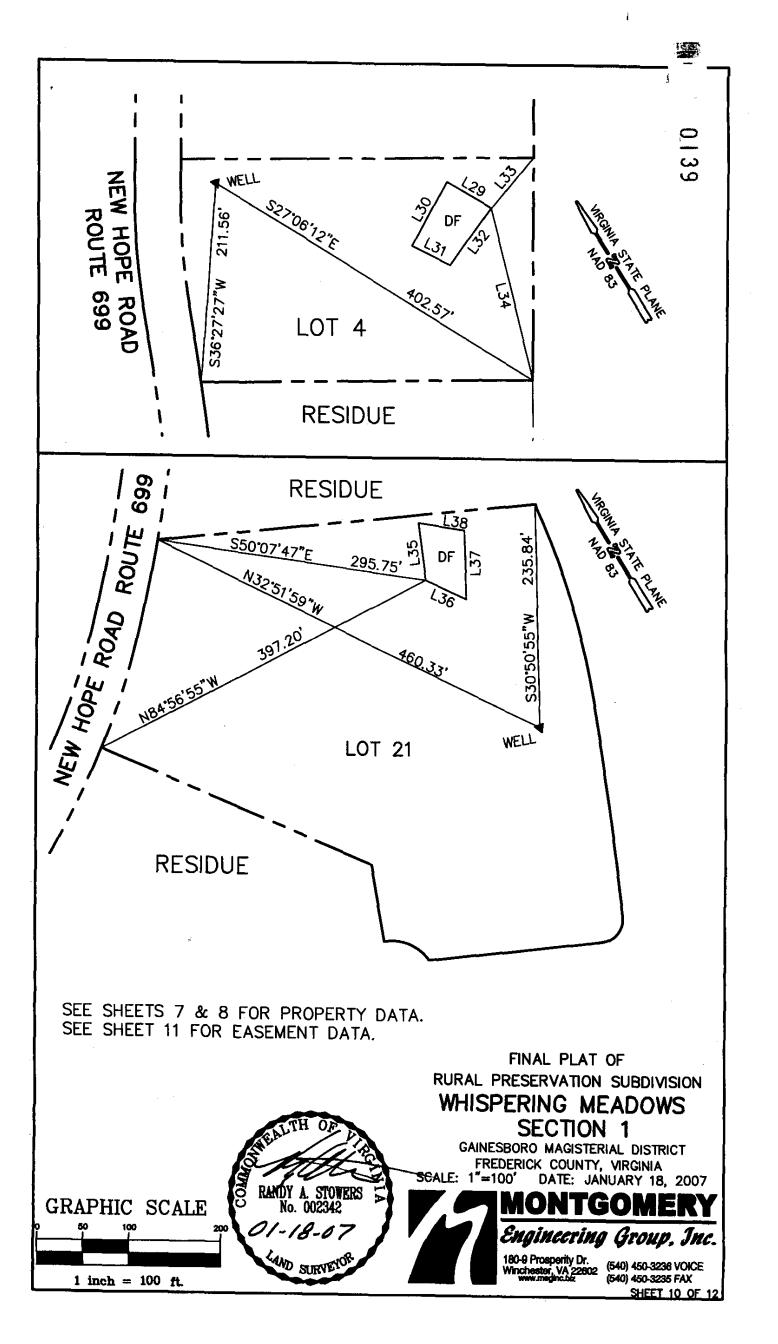
SHEET 5 OF 12

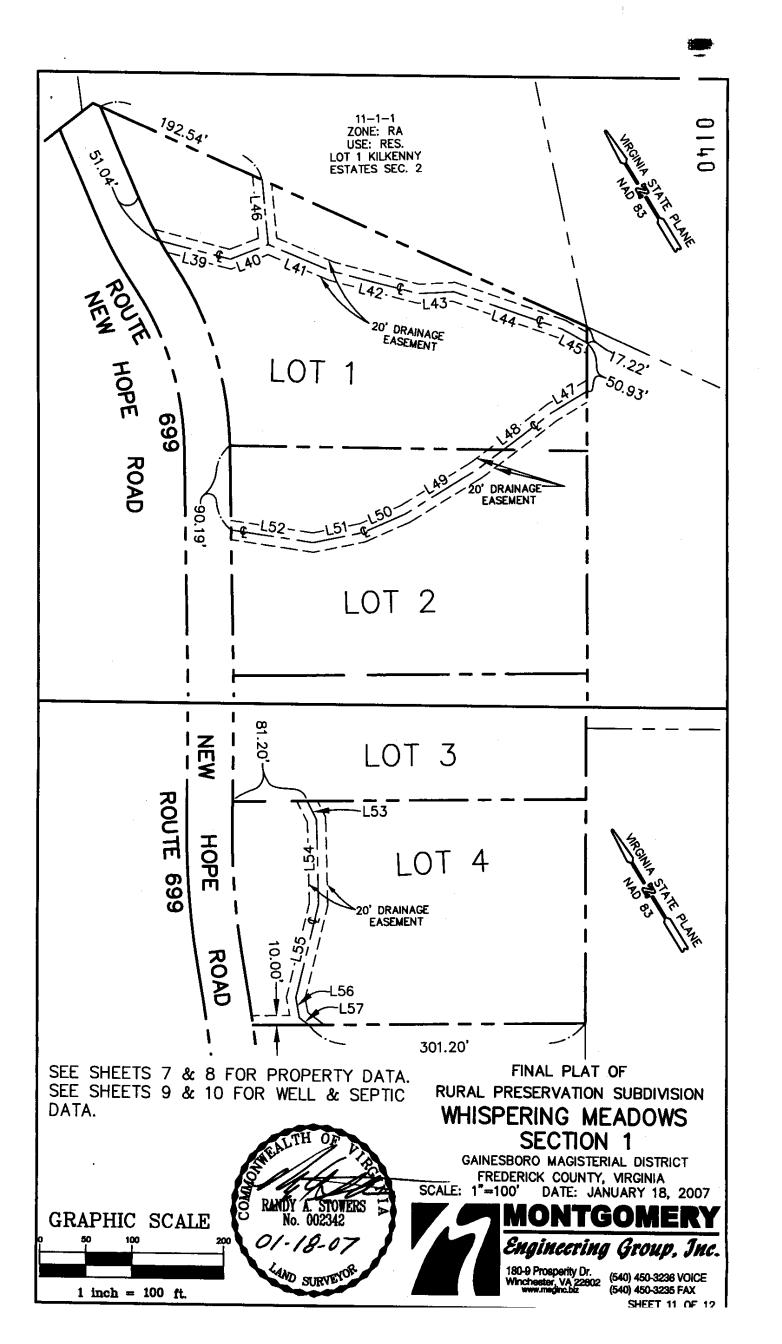


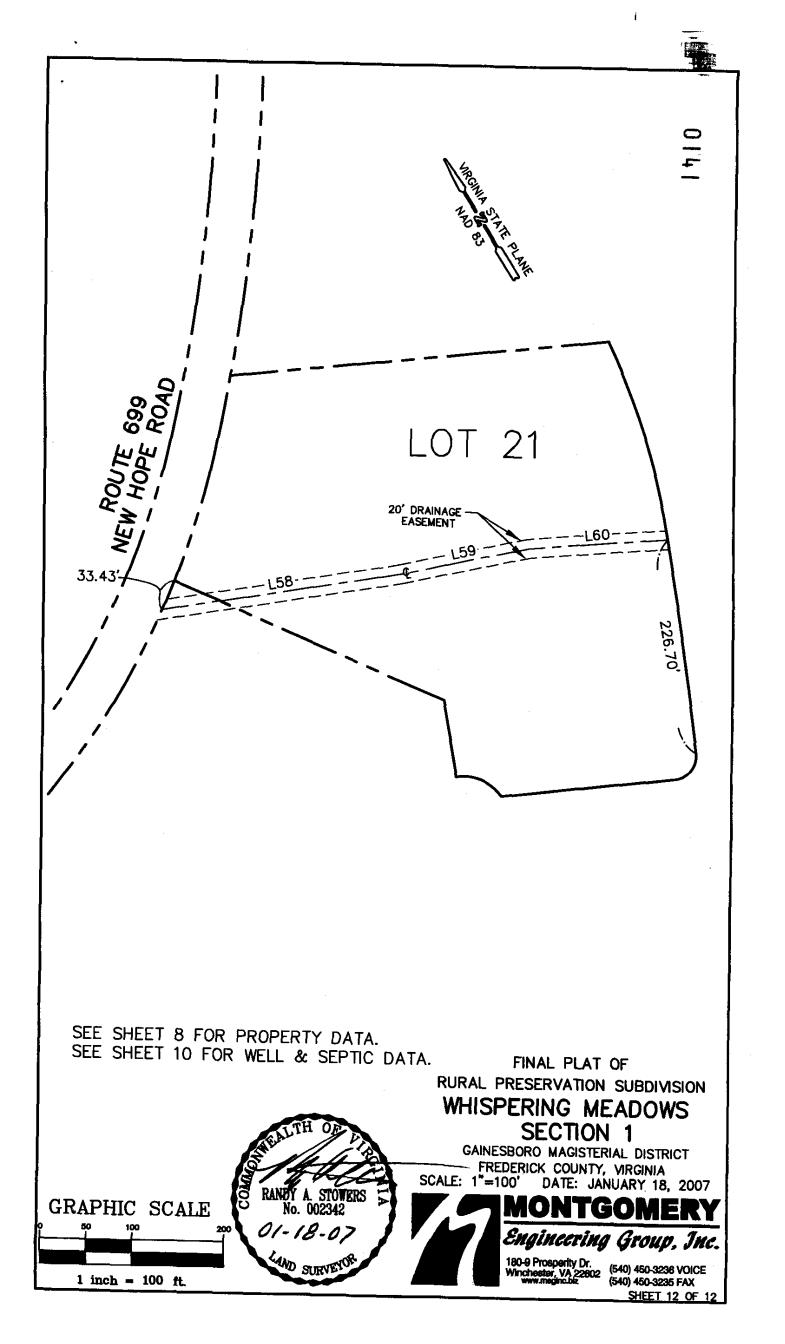












VIRGINIA: FREDERICK COUNTY.SCT. This instrument of writing was produced to me on	C
and with certificate acknowledgement thereto annexed was admitted to record. Tax imposed by Sec. 58.1-802 of	142
\$_NA, and 58.1-801 have been paid, if assessable.	

Rebecca P. Hogan, Clerk